

California Oilfield Maintenance, Inc. d/b/a Robbins Engineering and Les Robbins Service Co., Inc.¹ and Local Union No. 460 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, affiliated with the AFL-CIO. Case 31-CA-18828

August 22, 1994

SUPPLEMENTAL DECISION AND ORDER

BY MEMBERS STEPHENS, DEVANEY, AND
BROWNING

On June 9, 1993, the National Labor Relations Board issued a Decision and Order,² *inter alia*, ordering the Respondent, California Oilfield Maintenance, Inc. d/b/a Robbins Engineering, to reinstate Rick Arlos, Orville Burks, George Ferguson, Mike Flowers, Agee Holloway, Donald Jones, Pat Patterson, Harold Sisemore Jr., and Curtis Taylor and to make them whole for any loss of earnings incurred by them as a result of the Respondent's discrimination against them in violation of the National Labor Relations Act. On January 5, 1994, the United States Court of Appeals for the Ninth Circuit entered its judgment enforcing the Board's Order.

A controversy having arisen over the amount of backpay due discriminatees, on April 18, 1994, the Regional Director for Region 31, issued an amended compliance specification alleging the amount due under the Board's Order, alleging in addition that the Respondent and another corporation, Les Robbins Service Co., Inc., are alter egos and a single or joint employer within the meaning of the Act, and notifying the Respondent that it should file a timely answer complying with the Board's Rules and Regulations. Although properly served with a copy of the amended compliance specification, neither the Respondent nor Les Robbins Service Co. filed an answer.

By letters dated May 11 and June 8, 1994, counsel for the General Counsel advised the Respondent and Les Robbins Service Co., respectively, that no answer to the amended compliance specification had been received and that unless the Respondent filed an appropriate answer by June 14, 1994, summary judgment would be sought. No answer was subsequently filed.

On July 5, 1994, the General Counsel filed with the Board a Motion to Transfer Case to the Board and for Summary Judgment on Amended Compliance Specification, with exhibits attached. On July 22, 1994, the Board issued and served on the Respondent and Les

Robbins Service Co. an amended order transferring the proceeding to the Board and Notice to Show Cause why the motion should not be granted and the Respondent and Les Robbins Service Co. be ordered to pay the amounts set forth in the amended compliance specification. No response was filed. The allegations in the motion and in the amended compliance specification are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on the Motion for Summary Judgment

Section 102.56(a) of the Board's Rules and Regulations provides that the Respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) of the Board's Rules and Regulations states:

If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate.

According to the uncontroverted allegations of the Motion for Summary Judgment, neither the Respondent nor Les Robbins Service Co., despite having been advised of the filing requirements, have filed an answer to the amended compliance specification. In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the amended compliance specification to be admitted as true, and grant the General Counsel's Motion for Summary Judgment. Accordingly, we conclude that the net backpay due the discriminatees is as stated in the amended compliance specification and we will order payment by the Respondent and Les Robbins Service Co., as an alter ego and single or joint employer, of the amounts to the discriminatees, plus interest accrued on the amounts to the date of payment.³

³ Les Robbins Service Co., Inc. was not included in the caption of the amended compliance specification or the caption of the General Counsel's Motion for Summary Judgment, and was not otherwise named as a Respondent or specifically alleged to be liable for the backpay due in the amended specification or motion. However, as discussed *supra*, Les Robbins Service Co. was specifically alleged in the amended specification to be an alter ego of, and a single or joint employer with, the Respondent, and was served with a copy of the amended specification. Further, it was also notified that a Motion for Summary Judgment would be filed if the Respondent did not file a timely answer to the amended specification, and was subsequently served with a copy of the motion. As indicated above, it was also served with the amended Notice to Show Cause why it should not be required with the Respondent to pay the amounts set forth in the amended specification. Finally, no contention has been made that Les Robbins Service Co. has been denied due process or

Continued

¹ We have amended the caption to add Les Robbins Service Co., Inc., which we have found to be an alter ego of, and a single or joint employer with, California Oilfield Maintenance, Inc. d/b/a Robbins Engineering. See discussion below.

² 311 NLRB 1079.

FINDINGS OF FACT

Respondent is now, and has been at all times material herein, a corporation duly organized under and existing by virtue of the laws of the State of California, with offices and a principal place of business located in Newhall, California, where it is engaged in general engineering contracting services in area oilfields.

Since about May 10, 1991, Les Robbins Service Co. has been a corporation duly organized under and existing by virtue of the laws of the State of California, with offices and a principal place of business located in Newhall, California, where it is engaged in general engineering contracting services in area oilfields.

Since about May 10, 1991, the Respondent and Les Robbins Service Co. have been affiliated enterprises with common officers, ownership, and management, have formulated and administered a common labor policy affecting their employees, and are engaged in the same type of business at the same address.

By virtue of their operations described above, the Respondent and Les Robbins Service Co. constitute a

otherwise prejudiced. In these circumstances, we find that it is appropriate, in the absence of any answer to the amended specification or response to the Notice to Show Cause, to find that Les Robbins Service Co. is liable with Respondent for the backpay amounts set forth in the amended specification. Cf. *Jerry's United Super*, 289 NLRB 125 (1988).

single-integrated business enterprise and are alter egos and a single employer within the meaning of the Act. Alternatively, by virtue of their operations described above, the Respondent and Les Robbins Service Co. have had and exercised joint control over the employment relationship of their employees, and therefore have been, and are now, joint employers within the meaning of the Act.

ORDER

The National Labor Relations Board orders that the Respondent, California Oilfield Maintenance, Inc. d/b/a Robbins Engineering and Les Robbins Service Co., Inc., Newhall, California, its officers, agents, successors, and assigns, shall make whole the individuals named below, by paying them the amounts following their names, plus interest, minus tax withholdings required by Federal and state laws:

Ricky Arlos	\$211,354.46
Orville Burks	134,155.80
George Ferguson	135,629.06
Mike Flowers	216,403.07
Agee Holloway	169,238.77
Donald Jones	71,523.77
Pat Patterson	117,953.74
Harold Sisemore Jr.	129,610.09
Curtis Taylor	194,220.00